



EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement ("Agreement") is entered into as of _____ (the "Effective Date") between _____, (Lessee) and the Louisiana Rabbit Breeders Association ("Lessor). Lessor and Lessee may be referred to individually as a "Party" and collectively as the "Parties."

Equipment Description

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment described as: _____ (make/model/serial number) together with all parts, accessories, and replacements thereto (collectively, the "Equipment").

Term

The term of this Agreement shall commence on _____ and continue until _____ (the "Lease Term"). If Lessee continues to use the Equipment after the Lease Term without a written extension, such use shall be on a day-by-day basis subject to the terms herein.

Rent and Payment

Lessee shall pay Lessor rent of \$_____ per _____ (month/week/day). Rent is due on or before the _____ day of each period.

Delivery; Inspection; Acceptance

Lessor shall deliver or make the Equipment available for pickup at _____ on _____. Lessee shall inspect the Equipment upon receipt and notify Lessor in writing of any visible defects within _____ business days. Absent such notice, the Equipment shall be deemed accepted.

Location; Use; Compliance

Lessee shall keep the Equipment at _____ and shall not move it without Lessor's prior written consent. Lessee shall use the Equipment in a careful and proper manner, only for its intended purpose, and in compliance with all applicable laws, manufacturer guidelines, and safety standards.

Repairs; Malfunctions; Responsibilities

(a) "Normal Malfunctions" are equipment failures arising from ordinary wear and tear despite proper use and maintenance. For Normal Malfunctions, Lessor will, at Lessor's cost, repair or replace the Equipment within a commercially reasonable period, provided Lessee has complied with Section 6.

(b) "Damage" means any loss, breakage, misuse, neglect, alteration, or failure arising from improper installation, operation, or maintenance, or from accidental or intentional acts of Lessee, its employees, agents, or contractors. Lessee is fully responsible for all Damage. Lessee shall, at Lessor's option, (i) pay the reasonable cost to repair the Equipment to its pre-damage condition, or (ii) pay the replacement value for the Equipment if a total loss.

(c) Diagnostics. If a malfunction is reported, Lessor may perform diagnostics. If the root cause is Damage (as defined above), Lessee shall reimburse Lessor for all service, parts, travel, and labor costs incurred.

Risk of Loss; Insurance

Risk of loss, theft, or damage to the Equipment from any cause passes to Lessee upon delivery and remains with Lessee during the Lease Term, except for Normal Malfunctions.

Indemnification

To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless Lessor and its officers, employees, and agents from and against all claims, damages, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) arising out of or related to Lessee's possession, use, transportation, or operation of the Equipment, except to the extent caused by Lessor's gross negligence or willful misconduct.

Return of Equipment

Upon expiration or termination, Lessee shall return the Equipment to Lessor at _____ in the same condition as received, reasonable wear and tear excepted, cleaned, and free of Lessee's markings. Lessee shall be responsible for de-installation, packing, and transportation unless otherwise agreed.

Assignment

Lessee may not assign or transfer this Agreement or sublease the Equipment without Lessor's prior written consent.

Governing Law; Venue

This Agreement shall be governed by the laws of the State of Louisiana, without regard to its conflict of laws rules. Exclusive venue lies in the state or federal courts located in Louisiana.

Entire Agreement; Amendments; Waivers

This Agreement constitutes the entire understanding between the Parties and supersedes all prior proposals and discussions regarding the Equipment. Any amendment or waiver must be in a writing signed by both Parties.

Counterparts; Electronic Signatures

This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original and all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Equipment Lease Agreement as of the Effective Date.

LESSOR:

LESSEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

Email: _____

Email: _____

Phone: _____

Phone: _____