

EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (the "Agreement") is made and entered on [], by and between [Montgomery Hall Enterprises Ltd] ("Lessor") and [] ("Lessee"), collectively referred to as the "Parties".

The Parties agree as follows:

- 1. EQUIPMENT.** Lessor hereby leases to Lessee the following equipment: JTS Wireless Lavalier Microphone System (the "Equipment"). There are no batteries included within this hire. The Lease must provide adequate AA batteries for the hire period.
- 2. LEASE TERM.** The lease will start on [], and will end on [] (end date), the "Lease Term".
- 3. LEASE PAYMENTS.** Lessee agrees to pay to Lessor as rent for the Equipment the amount stated in the below rate table ("Rent") on or before completion of the agreed hire period.
- 4. SECURITY DEPOSIT.** Prior to taking possession of the Equipment, the lessee shall deposit with the lessor, in trust, a security deposit of £250.00 as security for the performance by Lessee of the terms under this Agreement and for any damages caused by Lessee or Lessee's agents to the Equipment during the Lease Term. Lessor may use part or all of the security deposit to repair any damage to Equipment caused by Lessee or Lessee's agents. However, Lessor is not just limited to the security deposit amount and Lessee remains liable for any balance outstanding Lessee shall not apply or deduct any portion of any security deposit from the rental amount. Lessee shall not use or apply any such security deposit at any time in lieu of payment of rent. If Lessee breaches any terms or conditions of this Agreement, Lessee shall forfeit any deposit, as permitted by law.
- 5. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with **CA26200 - PMA: Fixtures: Equipment lease, equipment lessor, equipment lessee.**
- 6. USE OF EQUIPMENT.** Lessee shall only use the Equipment in a careful and proper manner and will comply with all regulations & company policies regarding the use, maintenance and storage of the Equipment. Any instructions given by theatre staff on the usage of this equipment must be complied with at all times.
- 7. EQUIPMENT STORAGE.** Under no circumstances must equipment be stored within the dressing rooms or the backstage areas of the auditorium overnight. All equipment must be returned to Montgomery Hall Theatre technicians at the end of each performance day. Equipment should never leave the theatre at any time.
- 8. DEFAULT.** If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of the Agreement. If Lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act. Lessor may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment. Lessor may, at its option, hold Lessee liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term and any rent paid by any successive lessee if the Equipment is re-let minus the cost and expenses of such reletting. In the event Lessor is unable to re-let the Equipment during any remaining term of this Agreement, after default by Lessee, Lessor may at its option hold Lessee liable for the balance of the unpaid rent under this Agreement if this Agreement had continued.
- 9. POSSESSION AND SURRENDER OF EQUIPMENT.** Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear exempt, as it was at the commencement of the Agreement.
- 10. CONDITION OF EQUIPMENT AND REPAIR.** Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

- 11. MAINTENANCE, DAMAGE AND LOSS.** Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.
- 12. OWNERSHIP.** The Equipment is and shall remain the exclusive property of Lessor.
- 13. SEVERABILITY.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.
- 14. ASSIGNMENT.** Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.
- 15. BINDING EFFECT.** The covenants and conditions contained in the Agreement shall apply to and bind the Parties.
- 16. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.
- 17. CUMULATIVE RIGHTS.** Lessor's and Lessee's rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.
- 18. WAIVER.** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

19. Sign

Lessor Sign		Date	
Lessee Sign		Date	

Wireless Lavalier Microphone Hire Price Structure

JTS Professional Wireless Microphone System

	1 Day	2 – 4 Days	5 – 10 Days	11 Days +
1	£57.00	£115.00	£201.00	£350.00
2	£93.00	£156.00	£250.00	£400.00
3	£109.00	£175.00	£281.00	£450.00
4	£122.00	£195.00	£312.00	£500.00
5	£134.00	£214.00	£343.00	£550.00
6	£146.00	£234.00	£375.00	£600.00
7	£158.00	£253.00	£406.00	£650.00
8	£170.00	£273.00	£437.00	£700.00
9	£183.00	£292.00	£468.00	£750.00
10	£195.00	£312.00	£500.00	£800.00
11	£207.00	£332.00	£531.00	£850.00
12	£219.00	£351.00	£562.00	£900.00
13	£231.00	£371.00	£593.00	£950.00
14	£244.00	£390.00	£625.00	£1,000.00
15	£256.00	£410.00	£656.00	£1,050.00
16	£268.00	£429.00	£687.00	£1,100.00

Please note, prices are subject to change in line with financial structure changes. The above pricing stands to the date of hire specified within the agreement.