



1600 District Avenue, Suite #200, Burlington, MA 01803

CONSUMER EQUIPMENT LEASE

ACCOUNT NUMBER						AUTHORIZATION NUMBER					

This is a Lease Agreement between TimePayment Corp., ("Lessor") whose address is shown above and the Lessee indicated to the right. Lessee acknowledges that it is entering into this lease with TimePayment Corp. and that TimePayment Corp. is not in any way associated or affiliated with the Equipment Vendor, Dealer or Manufacturer.

LEGAL NAME OF LESSEE											
BILLING ADDRESS											
CITY						STATE		ZIP		LESSEE PHONE NO.	

This is a legally binding contract. If the terms and conditions are not fully understood, legal advice should be sought before signing.

VENDOR INFORMATION											
EQUIPMENT VENDOR NAME											
ADDRESS											
CITY						STATE		ZIP		PHONE	

EQUIPMENT INFORMATION	COMMENCEMENT DATE
IF EQUIPMENT AND OR COMPONENTS ARE NOT NEW SELECT ONE <input type="checkbox"/> USED <input type="checkbox"/> RECONDITIONED – CONTAINS USED PARTS	

VENDOR CODE	EQUIPMENT VENDOR SALES REP NAME
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QUANTITY, MANUFACTURER, DESCRIPTION, MODEL, & SERIAL NUMBER											
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A. MONTHLY PAYMENT

- I will pay ____ monthly payments of \$ _____ each (the "Lease Payment") to Lessor.
- Each lease payment will have added to it an estimated sales or use tax of \$ _____ and an estimated property tax of \$ _____.
- Damage waiver is \$ _____.*
- The total monthly lease payment is \$ _____. (The sum of 1+2+3 above)

*See section 12 for an explanation of the damage waiver.

B. PAYABLE AT SIGNING

ADVANCE PAYMENT	\$ _____
SALES OR USE TAX	\$ _____
PROCESSING FEE	\$ _____
DOWN PAYMENT	\$ _____
SECURITY DEPOSIT	\$ _____
TOTAL	\$ _____

C. TOTAL OF PAYMENTS

Total Monthly Lease Payment: \$ _____ Lease Term: _____

The amount I will have paid by the end of the Lease: \$ _____
(Total Monthly Lease Payment x Lease Term)

Lease Payments and Due Dates:
Each monthly payment is due the same date of every month.

Non-segregated disclosures required under Regulation M.

In this Lease Agreement, the words "I", "me", "my", "mine" mean the Lessee and Guarantor(s). The words "you", "your" and "yours" mean the Lessor. The Equipment is and shall remain yours unless I acquire it as expressly set forth in this Lease.

COMMENCEMENT OF LEASE, LEASE TERM: The commencement date (the "Commencement Date") shall be the date when You pay the Supplier or Vendor any funds for the Equipment, in reliance on my instructions to Lessor to purchase the Equipment on my behalf. I acknowledge and agree that billing will begin on the Commencement Date. The original Lease Term will commence on the Commencement Date and expire at the end of the number of months indicated on this page.

PURCHASE OPTION AT END OF LEASE TERM: I have an option to purchase the leased Equipment at the end of the Lease Term for its fair market value, not to exceed 3 regular monthly lease payments, if I am not in default of the lease.

OTHER IMPORTANT TERMS: Information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance and any security interest, if applicable, is set forth below.

NOTICE OF CANCELLATION. I, THE LESSEE, MAY CANCEL THIS TRANSACTION AT ANYTIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. The attached notice of cancellation form has an explanation of this right.

CAUTION--IMPORTANT NOTICE. THE TERMS OF THIS AGREEMENT ARE CONTINUED ON MORE THAN ONE PAGE. I CERTIFY THAT I HAVE THOROUGHLY READ THIS ENTIRE CONTRACT BEFORE I SIGNED THIS LEASE. I AGREE THAT I HAVE RECEIVED A COMPLETED AND READABLE COPY OF THIS ENTIRE LEASE AGREEMENT.

I have read, understand, and agree to the terms, which appear on all pages of this Lease.

LESSEE:	TMEPAYMENT CORP.:
_____ SIGNATURE	_____ AUTHORIZED SIGNATURE
_____ DATE	
_____ PRINT NAME	

LEASE TERMS AND CONDITIONS

- 1. LEASED EQUIPMENT.** "Equipment" is the item(s) I am leasing, and encompasses any combination of tangible assets.
- 2. OFFICIAL FEES AND TAXES.** I shall pay promptly when due any and all taxes relating to this Lease and the Equipment whether local, state, federal and otherwise, which now or hereafter is imposed on Lessee or Lessor. I agree that you may estimate the property and sales/use taxes that will be due for the Equipment and agree to pay you the estimated taxes in monthly installments. The Lease Payments may change if the taxes above change during the Lease Term. Changes in taxes will be prorated over the remaining Lease Term.
- 3. WARRANTIES.** The Equipment may be subject to manufacturers' or suppliers' warranties contained in the original packaging. These are the only warranties that are provided with the Equipment. Lessor has made no express or implied warranties on the Equipment, any services, and/or use of the Equipment, including the implied warranties of merchantability or fitness for particular purpose.
- 4. STANDARDS FOR WEAR AND USE.** When returned, the Equipment must be in good working condition as reasonably determined by you and without any alterations not previously approved by you.
- 5. MAINTENANCE.** I am responsible for (a) maintaining the Equipment in good operating condition at my expense, ordinary wear and tear expected; and (b) any expense I incur to make any needed repairs and in keeping the Equipment in good working condition if such repairs or maintenance are not covered by any manufacturer's warranty. I UNDERSTAND THAT YOU PROVIDE NO SERVICING OF ANY KIND.
- 6. LEASE PAYMENTS.** I agree to pay monthly Lease payments when due, as shown in the tables above.
- 7. ENTIRE AGREEMENT; CHANGES TO LEASE.** This Lease contains all the terms of the agreement between you and me regarding the Equipment. There are no other agreements or terms. Any changes to this Lease must be in writing and signed by an authorized representative of you and me.
- 8. MONTHLY STATEMENTS; DISHONORED PAYMENTS.** I will receive monthly statements showing all amounts due unless I authorize EFT, direct debit or credit card charges of my payment. If any amount is paid by a check or similar instrument or charge, and it is dishonored for any reason, I agree to pay to you the cost paid by you to others because of the dishonor, plus a fee of \$25, but not over any amount permitted by law.
- 9. USE OF PROPERTY.** Unless I obtain your prior written consent, I will not use, or permit others to use the Equipment (a) in violation of any law, or (b) contrary to the provisions of the warranties covering the Equipment. I will keep this Lease and Equipment free of all liens and encumbrances.
- 10. ALTERATIONS.** I may, upon obtaining your prior written consent, make alterations, additions or improvements to the Equipment provided such alterations, additions or improvements shall not decrease the value of the Equipment, lessen its usefulness, or be contrary to the terms of any warranties. Any alterations, additions or improvements to the Equipment shall be paid for by me and shall belong to and become your Equipment, free and clear of liens, claims and encumbrances, and subject to the terms of this Lease.
- 11. RETURN OF PROPERTY.** At the end of the Lease Term or as otherwise required under this Lease, I must return the Equipment at my expense to you at the address given to me by you if I have not exercised the option to purchase the Equipment. If I fail to return the Equipment, I will be in Default and must continue to pay the Lease Payment each month until the Equipment is returned, plus other charges owed to you as required by this Lease. Payment of these amounts will not allow me to own the Equipment.
- 12. LOSS, THEFT OR DAMAGE TO THE PROPERTY; DAMAGE WAIVER.** I assume all risk of loss, theft or damage to the Equipment during the Lease Term and until I return the Equipment in accordance with the paragraph above. I agree to notify you in writing immediately if the Equipment is lost, destroyed, stolen or taken by anyone. I agree to insure the Equipment against casualty and will provide you with an insurance binder naming you as loss payee. I will cooperate with you in making any claim regarding the Equipment, including providing police and fire reports to substantiate the claim. If the Equipment is lost or stolen, I shall pay to you (a) the early termination balance below, minus (b) any insurance proceeds received by you. Even if the Equipment is insured, until you receive the full amount due, I must pay my scheduled Lease Payments. Instead of insuring the Equipment, I may purchase an optional Damage Waiver from you for amount stated on the front of the Lease provided my account is not then in Default. This will entitle me to free replacement of the Equipment that I substantiate is lost, stolen or destroyed, provided I took reasonable care in preventing the loss. I must still continue to pay my scheduled Lease Payments for the Lease Term.
- 13. ASSIGNMENT.** You may assign this Lease as you so choose and you or a substitute may service this Lease. It is expected that this Lease will be assigned. I must pay all amounts due under this Lease to you unless otherwise notified. I MAY NOT ATTEMPT TO SELL OR TRANSFER ANY OF THE EQUIPMENT, UNLESS APPROVED IN WRITING BY YOU I WILL NOT ASSIGN OR SUBLEASE ANY INTEREST IN THE EQUIPMENT OR LEASE WITHOUT YOUR WRITTEN CONSENT.
- 14. TITLE.** The Equipment belongs to you. If I do not meet my contract obligations, I may lose my right to use the Equipment.
- 15. INDEMNITY. I WILL INDEMNIFY AND HOLD YOU HARMLESS FROM AND AGAINST ANY LOSS OR DAMAGE TO THE EQUIPMENT AND FROM ALL CLAIMS, LOSSES, INJURIES, EXPENSES AND COSTS RELATED TO THE USE, MAINTENANCE OR CONDITION OF THE EQUIPMENT.**
- 16. APPLICABLE STATE LAW.** The law of the state of my residence at the time this Lease begins will govern this Lease.

Lessee

SIGNATURE

DATE

LEASE TERMS AND CONDITIONS CONTINUED

17. DEFAULT. I will be in Default ("Default") if: (a) I fail to pay any Lease Payment or other amount when due or required and not less than 15 days elapse without such payment; (b) I give you false or misleading material information when applying for the Lease; or (c) I fail to keep any other agreements in this Lease. If I am in Default, you may (i) cancel this Lease and sue me for the amount owed under the Lease and, if not returned, the fair market wholesale value of the Equipment; (ii) take back the Equipment, sell it at a public or private sale and sue me for any remaining amount due, or (iii) exercise any other remedy available to you at law. Even if you repossess the Equipment, I must still pay you at once the Early Termination Balance, computed by the formula for early termination below, at the time of the Default. I must pay all your expenses, except as otherwise prohibited by law, paid by you to obtain, hold or sell the Equipment, collect amounts due or enforce your rights under this Lease, as permitted by law. You may obtain, share and use information concerning my credit history and to verify assets for credit checking and collection purposes.

18. EARLY TERMINATION. (a) By me. I may end this Lease before the end of the Lease Term if I am not in Default by delivering written notice to you of such Termination ("Early Termination Notice"). (b) By you. If I am in Default, you may end this Lease before the end of the Lease Term by delivering written notice to me of such Termination. If you or I terminate this Lease before the end of the Lease Term, I must return the Equipment to you and pay to you an early termination balance (the "Early Termination Balance") within ten days after my receipt of written notice from you of the Early Termination Balance. The Early Termination Balance will equal the sum of:

1. All amounts due and owing to you under this Lease as of the date of the Early Termination Notice.
2. The present value of all unpaid Lease Payments through the end of the lease Term, discounted at the rate of 4%.
3. Expenses incurred and taxes payable to you, if any, as a result of such early termination.

Note: Payment of the Early Termination Balance is not a purchase of the Equipment. The Equipment must be returned to you. If it is not returned, you may charge me the fair market wholesale value of the Equipment, not to exceed three lease payments plus applicable taxes.

19. LATE PAYMENT. I agree that it is difficult or impossible to determine the exact cost to you of a late payment. Therefore, as liquidated damages, I agree to pay a late charge on each monthly payment in default for not less than 15 days in an amount of 5% of each monthly payment not fully paid or \$5.00, whichever is less, (or such lesser amount allowed by law). This late charge will not apply until the Lease Payment is past due by not less than 15 days.

20. PURCHASE PRIOR TO THE END OF LEASE TERM. I have the option to purchase the Equipment prior to the end of the Lease Term. The Purchase price of the Equipment will not exceed three lease payments plus applicable taxes plus Early Termination Balances if applicable.

21. ALL FEDERAL DISCLOSURES ABOVE ARE TERMS OF THIS LEASE.

22. CHANGE OF NAME, BILLING ADDRESS, BANK ACCOUNT. I will inform you within one week of any change in my name, address, telephone numbers, or the bank checking account used for ACH debits (if I have selected that payment option). I agree to pay to you the costs expended to obtain a valid address or telephone number should I fail to advise you of any such changes.

23. MANNER OF EXECUTION. Facsimile or electronic signatures shall be deemed as fully enforceable valid signatures as if such signature were an original signature as of the date executed. By signing electronically, I intend to be bound by all the Terms of the Agreement.

Method of Payment

Statement Billing: I will receive monthly statements showing all amounts due.

Automatic Payment: I authorize my bank, credit card company or other financial institution shown below to: A) debit my checking account B) charge my credit card, for the purpose of paying the amounts due under my Agreement. I agree that if a payment cannot be made for any reason when due that continued attempts to debit or charge my designated account for the monies owed may be made until payment in full has been received.

Payable at Signing: If there is a payment due at the time I sign this lease, and I have not provided you with a check for that Payable at Signing sum, I authorize you to collect the Payable at Signing sum via the payment Method I have selected below.

Complete only one of the following:

A: EFT Direct Payment:

Name on Checking Account: _____

Routing #: _____ Account #: _____

B: Credit Card-Direct Debit Charge to My Credit Card

VISA MasterCard AMEX Discover

Name as it appears on the Card: _____

Account #: _____ Expiration Date: _____

Authorized Signature #1 _____ **Date** _____