



**ABC LEASING INC.**  
 P.O. Box - 10267, New Brunswick, NJ 08906  
 (732) 777-0991 Fax: (732) 777-0993

**NON-CANCELABLE  
 LEASE**

LEASE NO. \_\_\_\_\_

This is a Lease Agreement between ABC Leasing, Inc.  
 ("Lessor") whose address is shown above  
 and Lessee indicated to the right.

LEGAL NAME OF LESSEE: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

VENDOR CODE \_\_\_\_\_

CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_

VENDOR NAME \_\_\_\_\_

LESSEE PHONE NO. : ( ) \_\_\_\_\_ ZIP: \_\_\_\_\_

**PROPERTY**

MFR \_\_\_\_\_ MODEL \_\_\_\_\_ SERIAL NO. \_\_\_\_\_ MERCHANT NO. \_\_\_\_\_

LOCATION OF PROPERTY- ADDRESS, CITY, STATE, ZIP & PHONE NO. IF DIFFERENT FROM BILLING ADDRESS:

SCHEDULE OF PAYMENT	PAYABLE AT SIGNING OF THE LEASE
BASIC MONTHLY PAYMENT: \$ _____ For _____ Months	FIRST & LAST MONTHS TOTAL PAYMENT: \$ _____
+ LOSS OR DESTRUCTION WAIVER* & APPLICABLE TAXES	SECURITY DEPOSIT \$ _____
	OTHERS(RESERVE, ETC.) \$ _____
	<b>TOTAL</b> \$ _____

\*The loss or destruction waiver is \$2.50 per piece of property per month.

**LEASE TERMS (PLEASE READ ALL PAGES CAREFULLY BEFORE SIGNING)**

**1. NON-CANCELABLE LEASE.** THIS LEASE CANNOT BE CANCELLED BY LESSEE DURING THE TERM HEREOF. NOTWITHSTANDING ANY FEES WHICH MAY BE PAID BY LESSOR TO VENDOR OR ANY AGENT OF VENDOR, LESSEE UNDERSTANDS AND AGREES THAT NEITHER VENDOR NOR ANY AGENT OF VENDOR IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE. THEIR REPRESENTATIONS SHALL IN NO WAY AFFECT LESSEE OR LESSOR'S RIGHTS AND OBLIGATIONS AS HEREIN SET FORTH.

**2. DISCLOSURE OF INFORMATION:** LESSEE AND GUARANTOR(S) EXPRESSLY AUTHORIZE LESSOR OR ITS AGENTS OR ASSIGNS CONTINUING AUTHORITY TO CONDUCT CREDIT CHECKS AND BACKGROUND INVESTIGATIONS CONCERNING LESSEE AND GUARANTOR(S) AND HAS THE RIGHT TO REPORT LATE PAYMENTS AND DEFAULTS TO CREDIT AGENCIES AS DEEMED APPROPRIATE BY LESSOR. DISPUTES OR INACCURACIES REGARDING INFORMATION SENT TO CREDIT AGENCIES SHOULD BE SENT TO ABC LEASING, INC. AT THE ADDRESS ON THE TOP OF THIS LEASE.

**3. AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENTS:** I THE UNDERSIGNED LESSEE (HEREINAFTER LESSEE) IN THE CAPACITY SET FORTH BELOW, HEREBY AUTHORIZE ABC LEASING, INC., OR ITS DESIGNEE, SUCCESSOR OR ASSIGN (HEREINAFTER "LESSOR") TO AUTOMATICALLY WITHDRAW MY MONTHLY PAYMENT AND ANY AMOUNTS, INCLUDING ANY AND ALL TAXES OR OTHER CHARGES NOW DUE OR HEREINAFTER IMPOSED, OWED IN CONJUNCTION WITH THE ABOVE REFERENCED PROPERTY LEASE (HEREINAFTER "LEASE") BY INITIATING DEBIT ENTRIES TO MY ACCOUNT AT THE FINANCIAL INSTITUTION (HEREINAFTER "BANK") AS INDICATED BELOW, OR SUCH OTHER BANK THAT MAY BE USED BY ME FROM TIME TO TIME. AS SET FORTH IN PARAGRAPHS 8, IN THE EVENT OF DEFAULT OF MY OBLIGATIONS HEREUNDER, I AUTHORIZE THE LESSOR TO DEBIT MY ACCOUNT FOR THE FULL AMOUNT DUE UNDER THE LEASE. FURTHER, I AUTHORIZE MY BANK TO ACCEPT AND TO CHARGE ANY DEBIT ENTRIES INITIATED BY LESSOR TO MY ACCOUNT. THIS AUTHORIZATION IS TO REMAIN IN FULL FORCE AND EFFECT UNTIL LESSOR HAS RECEIVED WRITTEN NOTICE FROM ME OF ITS TERMINATION IN SUCH TIME AND IN SUCH MANNER AS TO AFFORD A REASONABLE OPPORTUNITY TO ACT.

BANK NAME	ROUTING NO:	ACCOUNT NO:
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**LESSEE**

**CO-LESSEE**

X Signature: \_\_\_\_\_ X Signature: \_\_\_\_\_

Print Name Title Date Print Name Title Date



# ABC Leasing, Inc.

VENDOR CODE: \_\_\_\_\_

LEASE #: \_\_\_\_\_  
(FOR OFFICE USE ONLY)

LESSEE: \_\_\_\_\_

GUARANTOR: \_\_\_\_\_

## ACKNOWLEDGEMENT AND ACCEPTANCE OF EQUIPMENT & / OR SOFTWARE BY LESSEE

TERMINAL TYPE: \_\_\_\_\_

SERIAL#: \_\_\_\_\_

PRINTER TYPE : \_\_\_\_\_

SERIAL#: \_\_\_\_\_

OTHERS : \_\_\_\_\_

SERIAL#: \_\_\_\_\_

PROCESSING BANK: \_\_\_\_\_

MID: \_\_\_\_\_

PROCESSING BANK'S PHONE #: \_\_\_\_\_

Lessee hereby acknowledges that the Equipment & / or Software described above has been received in good condition and has been properly installed, tested, and inspected, and is operating satisfactorily in all respects for all of Lessee's intended uses and purposes. Lessee hereby accepts the Equipment and / or Software unconditionally and irrevocably.

By signature below, Lessee specifically authorizes and requests Lessor to make payment to the supplier of the Equipment and / or Software. Lessee agrees that said Equipment/Software has not been delivered, installed, or accepted on a trial basis. Lessee understands that "ABC Leasing Inc." will be the sole owner for the above Equipment & / or Software.

**WITH THE DELIVERY OF THIS DOCUMENT TO LESSOR, LESSEE ACKNOWLEDGES & AGREES THAT LESSEE'S OBLIGATION TO LESSOR BECOME ABSOLUTE AND IRREVOCABLE & LESSEE SHALL BE FOREVER BE STOPPED FROM DENYING THE TRUTHFULNESS OF THE REPRESENTATIONS MADE IN THIS DOCUMENT.**

DATE OF ACCEPTANCE: \_\_\_\_\_ LESSEE: \_\_\_\_\_

**IMPORTANT:** THIS DOCUMENT HAS LEGAL AND FINANCIAL CONSEQUENCES TO YOU. DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE ACTUALLY RECEIVED ALL OF THE EQUIPMENT AND /OR SOFTWARE ARE COMPLETELY SATISFIED WITH IT.

**UNCONDITIONAL GUARANTEE OF LEASE:**

**PERSONAL GUARANTY:** TO INDUCE LESSOR TO ENTER INTO THE LEASE, THE UNDERSIGNED UNCONDITIONALLY GUARANTEES TO LESSOR THE PROMPT PAYMENT WHEN DUE OF, ALL LESSEES OBLIGATION TO LESSOR UNDER THE LEASE. LESSOR SHALL NOT BE REQUIRED TO PROCEED AGAINST LESSEE OF THE EQUIPMENT OR TO ENFORCE ANY OTHER REMEDY BEFORE PROCEEDING AGAINST THE UNDERSIGNED. THE UNDERSIGNED AGREES TO PAY ALL ATTORNEYS FEES AND OTHER EXPENSES INCLUDED BY LESSOR BY REASON OF THE LESSEES DEFAULT. THE UNDERSIGNED WAIVES NOTICE OF THE ACCEPTANCE HEREOF AND OF ALL OTHER NOTICES OR DEMANDS OF ANY KIND OF WHICH THE UNDERSIGNED MAY OTHERWISE BE ENTITLED. THE UNDERSIGNED CONSENTS TO ANY EXTENSIONS OF TIME OR MODIFICATIONS IN THE AMOUNT OF PAYMENT GRANTED TO LESSEE AND TO THE RELEASE AND/OR COMPROMISE OF ANY OBLIGATIONS OF LESSEE OR ANY OTHER OBLIGORS AND GUARANTORS WITHOUT IN ANY WAY RELEASING THE UNDERSIGNED FROM ITS OBLIGATIONS HEREUNDER. THIS IS A CONTINUING GUARANTY. THE UNDERSIGNED HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW JERSEY WITH PROPER VENUE TO BE IN MIDDLESEX COUNTY, FOR THE PURPOSE OF ANY SUIT, ACTION OR PROCEEDINGS ARISING OUT OF THE OBLIGATIONS HEREUNDER. THE UNDERSIGNED AGREES AND CONSENTS THAT THE SERVICE OF PROCESS BY REGISTERED MAIL WILL BE SUFFICIENT TO OBTAIN JURISDICTION AND THE UNDERSIGNED WAIVE RIGHTS TO A JURY TRIAL. THE UNDERSIGNED AGREES AND UNDERSTANDS THAT FAX SIGNATURES ARE TO BE CONSTRUED AS ORIGINALS FOR THE PURPOSE OF THIS AGREEMENT.

**GUARANTORS SIGNATURE**

**CO-GUARANTORS SIGNATURE**

X Signature: \_\_\_\_\_  
(NO TITLE ALLOWED)

X Signature: \_\_\_\_\_  
(NO TITLE ALLOWED)

S.S. #: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_  
HOME PHONE NO.: ( ) \_\_\_\_\_ ZIP: \_\_\_\_\_

S.S. #: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_  
HOME PHONE NO.: ( ) \_\_\_\_\_ ZIP: \_\_\_\_\_

**WITNESS SIGNATURE:**

X Signature: \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGEMENT  
AND ACCEPTANCE OF LEASED PROPERTY**

I HAVE READ AND AGREE TO THE TERMS WHICH APPEAR ON ALL 4 PAGES OF THIS LEASE. I REPRESENT THAT THIS PROPERTY IS BEING LEASED FOR BUSINESS AND/OR PROFESSIONAL PURPOSES AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL THIS LEASE BE CONSTRUED AS A CONSUMER CONTRACT. I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS LEASE AGREEMENT, AND ACKNOWLEDGE AND AGREE THAT I SHALL BE DEEMED TO HAVE UNCONDITIONALLY ACCEPTED THE PROPERTY YOU HAVE LEASED TO ME UNDER OUR LEASE AGREEMENT, PARTICULARS OF WHICH ARE GIVEN ABOVE, THAT IT HAS BEEN DELIVERED AS REQUESTED, AND THAT THE PROPERTY IS IN GOOD CONDITION. THE PROPERTY HAS BEEN PROPERLY INSTALLED, INSPECTED AND IS IN GOOD OPERATING ORDER IN ALL RESPECT FOR MY INTENDED USE AND PURPOSE. I UNDERSTAND THAT THE PROPERTY HAS NOT BEEN INSTALLED ON A TRIAL BASIS. I ALSO UNDERSTAND THAT MY PROMISE UNDER THIS PROPERTY LEASE AGREEMENT BECOME IRREVOCABLE AND INDEPENDENT UPON MY ACCEPTANCE OF THE LEASE PROPERTY. I UNDERSTAND THAT THE LEASE AGREEMENT COMMENCED ON THE DATE SIGNED BELOW. YOU AND YOUR AFFILIATE ARE AUTHORIZED TO CHECK MY CREDIT AND REFERENCES AND TO PROVIDE HISTORICAL INFORMATION TO OTHERS ABOUT YOUR CREDIT EXPERIENCE WITH ME.

X Signature: \_\_\_\_\_

X Signature: \_\_\_\_\_

Print Name Title Date

Print Name Title Date

**ACCEPTED BY LESSOR**  
**ABC LEASING, INC.**

Authorized Signature \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

LEASE TERMS (CONTINUED)

In this Lease Agreement the words "I", "me", "mine", mean the Lessee or parties Leasing the property. The words "you" and "yours" mean the Lessor. "Property" is the item I am leasing. It encompasses any combination of tangible assets, rights to access or use services, software, documentation and manuals, etc. The total of Lease obligations required in addition to the below are excessive wear and tear charges, applicable taxes and increased charges per loss or damage waiver, such increase not to exceed the increased cost to you of providing such waiver. If the Loss or Destruction waiver is not included in the Basic Monthly Lease Payments, such increase will be reflected in that payment. I agree to pay you the total amount shown on the front page upon signing this Lease Agreement and I agree to pay all additional Lease payments when due starting with commencement date. I have authorized you to automatically debit my Bank checking/savings account for all charges under this agreement.

**4. Commencement of Lease:** The Lease will become effective only after my credit is approved and the Property is received (the "commencement date") in above location and expires at end of the number of months indicated above.

**5. End of Lease Term:** At the end of the Lease Term I have the Following options:

- a) I can promptly return the property in good condition, except for ordinary wear and tear to you or to the person and place you indicate,
- b) OR I can purchase the property for the fair market value at that time (Said value not to exceed 10% of the total aggregate payments) as quoted by you plus any applicable taxes, OR
- c) I can extend upon all the terms and conditions as stated herein for a period of one month from its expiration date without the execution of any further instrument or document. At the end of this additional month I again have available to me the above option a,b, and c. Unless I notify you in writing of which option I choose 30 days prior to the expiration of the Lease term, I shall be deemed to have chosen option 3(Automatic renewal for one month). You will return any Security Deposit after deduction of any amounts I owe you under the conditions of this agreement if I choose option a or b above.

**6. Late Payments and Collection Costs:** If a payment is rejected by my bank for any reason, a second attempt can be made to collect through automatic debit along with a processing charge of \$25.00. If any payment is rejected for a second time I must pay you within 10 days, in addition to the payment and processing fee, a late charge of 15% of the amount past due (but at least \$5.00) for each late payment. Each month the past due amount remains unpaid, an additional late fee in the amount defined will be assessed. I will pay you your collection including reasonable attorney's fees. I understand that the processing fee is applicable to any returned checks. Payments are applied to the late fees and processing charges first and then to the lease obligation.

**7. DEFAULTS:** I will be in default of this lease if: a) I fail to pay any amount due you within 10 days of the due date. b) The property becomes involved in any civil or criminal actions or suits or is seized by law enforcement agencies due to my neglect or misconduct. c) I (or any guarantor of my obligation hereunder) file or there is filed against me (or any guarantor of my obligation hereunder) a petition in U.S. Bankruptcy court or I (or any guarantor of my obligation) have made an assignment for the benefit of creditors. d) The property is lost, stolen or destroyed & if the loss is not covered by the loss and destruction waiver. e) I fail to return the property at the end of the lease term if I have chosen the option of returning the property at the end of the lease term. f) I fail to follow any other terms of this lease.

**8. REMEDIES FOR DEFAULTS:** If I default, you have the right to exercise any or all of the following remedies to the extent permitted by law. a) Terminate this Lease without giving me notice and require me to immediately pay all amounts then due plus the unpaid balance of the amounts due for the original term of the lease. b) Take possession or request that I return the property to you with all amounts due and unpaid balances. c) Lawfully enter my property and take the property. d) Keep any security deposits I have given you to reduce the amount I owe. e) Charge my account or me any amount necessary to put the property in good condition. f) Continue to charge me additional monthly Lease payments beyond the end of the lease term until I have cured the default. g) Obtain and share information on my assets, employment, available credit-lines for purpose of collecting monies I owe you. If you repossess the property I will pay you your repossession costs, plus \$100.00 disposition fee.

**9. De-Installation and Removal Charges:** I am fully responsible for any costs associated with de-installation and/or removal of the property for whatever reason.

**10. Maintenance of Property:** I agree to maintain the property in good operating and physical condition at my expense except for ordinary wear and tear.

**11. Repayment Terms:** I promise to pay you each Payment due under this Lease Agreement by the due date.

**12. Buy-out option During the Lease Term:** I shall have the option to buy out the Lease during the term of the Lease at the price quoted by you at that time.

**13. Warranties:** I understand that the Manufacturer may have provided a warranty on the property. I will refer to the owners manual or separate Manufacturer's certificate for the actual terms of the warranty. **I UNDERSTAND THAT YOU HAVE NOT GIVEN ME EITHER EXPRESS OR IMPLIED WARRANTIES FOR THE property I AM LEASING AND/ OR SERVICES I ACCESS AND/OR USE WITH THE property YOU HAVE SPECIFICALLY DISCLAIMED ANY IMPLIED WARRANTIES OF MERCHANT ABILITY AND/OR FITNESS FOR ANY PARTICULAR USE. YOU WILL HAVE NO LIABILITY FOR INDIRECT CONSEQUENTIAL OR SPECIAL DAMAGES. I HAVE CHOSEN THIS SPECIFIC EQUIPMENT BASED ON MY OWN JUDGEMENT AND EXPRESSLY DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE MANUFACTURER OR VENDOR.** I hereby appoint you as agent to correct any inaccurately described identification numbers of the equipment.

Initials: 1) \_\_\_\_\_ 2) \_\_\_\_\_

**14. Loss or Destruction of the property:** I shall bear the entire risk and be responsible for loss, theft, damage or destruction of the property from any cause whatsoever after I receive possession of the property. I will notify you immediately, if the property is lost, destroyed, stolen or taken by any other person. If the equipment has only been partially damaged you may require that I have it repaired. If you determine it is not repairable, then it will be considered as destroyed.

**15. Insurance:** I will keep the property fully insured against loss, destruction, theft or damage and will provide an insurance binder naming you as Loss Payee. You will charge me \$25.00 per month if I fail to do so.

**16. Loss or Destruction waiver:** You will waive my responsibility for loss or destruction of the Property fully insured during the Lease term. Such waiver will provide that I will be responsible for the first \$200.00 per piece in respect to each claim. After the loss or destruction of the Property you will provide for its replacement with property of comparable value at that time to the extent that I took reasonable care in preventing the loss or destruction of the Property. (The charge for this waiver is waived if a certificate of insurance with "Lessor" as loss payee is submitted.)

**17. Notice:** I will send all notices to you in writing by certified mail to the address on the front page of this Lease. You will send all notices to me to the address listed on this Lease unless I notify you of a change of address.

**18. Changes in Terms of the Lease:** This Lease explains all the terms and conditions for the use of the Property I am leasing. The terms and conditions may not be changed orally. You and I must both give written approval before any changes are made.

**19. Entire Agreement:** This Lease contains the entire agreement and understanding between lessee and lessor relating to the subject matter hereof. No agreement or understanding shall be binding on the parties hereto unless set forth in writing and signed by the parties.

**20. Assignment:** Without your prior written consent, I shall not (a) assign transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest therein, or (b) sublease, or lend the Property or permit it to be used by anyone other than me or my employees. You may assign this Lease and/or mortgage the Property in whole or in part without notice to me, and your assignee or mortgagee may reassign this Lease and/or such mortgage, without notice to me. Each such assignee and/or mortgagee shall have all the rights but none of the obligations of you under this lease. I shall recognize each such assignment and/or mortgage and shall not assert against the assignee and/or mortgagee any defense, counterclaim, or set-off that I may have against you. Subject to the foregoing, this Lease insures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors and assigns of the parties hereto.

**21. Alterations:** I shall not make alterations, additions or improvements to the Property without your prior written consent. All additions and improvements made to the Property shall belong to you.

**22. Ownership:** The Property is, and shall at all times remain your property; and I shall have no right, title or interest in it except as expressly set forth in this Lease. I will not directly or indirectly create or permit to exist, and will promptly and at my own expense discharge any lien, charge or encumbrance on the Property, except for any lien, charge or encumbrance resulting solely from your acts. You may sign and file any documents, including a copy of the Lease in the public records as necessary to protect your ownership and any security interest in the Property.

**23. Use:** I shall use the Property in a careful manner and shall comply with all laws relating to its possession, use and maintenance.

**24. Indemnity:** To the extent permitted by law, I shall indemnify you against, and hold you harmless from any and all claims, actions, proceedings, expenses, damages and liabilities, including attorney's fees arising in connection with the Property, including without limitation, its manufacturer, selection, purchase, delivery, possession, use, operation or return.

**25. Taxes:** I shall pay upon invoice from you all license fees, assessments and sales, use, property, excise and other taxes now or hereafter imposed by any governmental body or agency with respect to the Property, or deliver, installation, lease, possession and use thereof, excluding, however, all taxes attributable to or measured by your net income, and shall assume the risk of liability arising from or pertaining to the possession or use of the Property. In the event you shall pay such taxes, I shall promptly reimburse you on demand. I hereby agree to indemnify you from and against, and agree to defend you against, any and all claims, costs, actions, expenses (including attorney fees), damages, obligations, liens and liabilities arising from or pertaining to the possession, manufacture, purchase, lease, operation, condition or use of any of the property, and the loss or dis-allowance, in whole or in part, of any benefits of depreciation and/or investment tax credit, or the right to claim the same, pursuant to the Internal Revenue Code, as may be amended from time to time, unless such loss or disallowance is due to your failure to have sufficient liability for tax against which to apply such benefits. I agree that the foregoing indemnification's shall survive the termination or expiration of this Lease and the amount thereof shall be payable on demand.

**26. Change of Name, Billing Address, Bank Account Change:** I will inform you, within a week, of any change in my name, address, billing address, telephone numbers, location of the Property, and the bank account used for ACH debit. You will charge me a fine of \$100.00 if I fail to do so. If any provision in this Lease is invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement and we agree to substitute for the invalid provision a valid provision which must closely approximate the effect and intent of the invalid provision. Notwithstanding any provision contained herein the maximum amount charged and collected shall not exceed the maximum amount which may be lawfully contracted for, charged and received in this Lease transaction as determined by final judgement of a court of competent jurisdiction, including appeals therefrom.

Initials: 1) \_\_\_\_\_ 2) \_\_\_\_\_