

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

- ☐ Install / Delivery  
☐ Pickup  
☐ Move  
☐ Service Call

# Ohio Temp Heat, Inc. (Lessor)

**DBA: Ohio Temporary Heating & Air**  
271 W. Greenwich Road, Seville, Ohio 44273  
Phone: (330) 635-3181 Fax: (330) 232-8565

## Lease Agreement / Delivery Ticket

Customer (Lessee): \_\_\_\_\_ Email: \_\_\_\_\_

Project Name: \_\_\_\_\_ P.O. / Job #: \_\_\_\_\_

Project Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Description of Service Preformed: \_\_\_\_\_

An invoice for the equipment or services will be mailed or emailed to the above billing address. Sales tax will be included on invoice with the exception of exempt customers that have paper work completed and approved by office.

Qty	Description

The following list of equipment is covered under the lease agreement. The term of the lease shall begin on the lease agreement date and terminate on a default 28-day cycle (monthly) that automatically renews until leased equipment is returned. Prorata daily rates for monthly terms are based on a 21-day cycle. Seasonal rental terms may be offered from time to time and are valid from the lease agreement date thru and agreed to termination date as noted on invoice, there are no credits given for early return of equipment.

### LEASED EQUIPMENT LISTING

Description / Model	Inventory Tag#	Description / Model	Inventory Tag#
1 _____	_____	7 _____	_____
2 _____	_____	8 _____	_____
3 _____	_____	9 _____	_____
4 _____	_____	10 _____	_____
5 _____	_____	11 _____	_____
6 _____	_____	12 _____	_____

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE DATA SET FORTH ABOVE AND THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE OF THIS FORM CONSTITUTE THE LEASE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO VERBAL AGREEMENTS. CUSTOMER SPECIFICALLY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND BY THIS EXECUTION ACCEPTS THE TERMS AND PROVISIONS SET FORTH ON BOTH SIDES HEREOF. IT IS ACKNOWLEDGED THAT THIS AGREEMENT PROVIDES THE DISCLOSURES THAT ARE NECESSARY PURSUANT TO THE FEDERAL CONSUMER LEASING ACT OF 1976.

LESSOR: Ohio Temp Heat Inc. BY: \_\_\_\_\_ DATE: \_\_\_\_\_

LESSEE: \_\_\_\_\_ BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(customer) (Signature)

#### **I. Lease non cancelable; payments to be net.**

1. All lease payments or other sums payable by Lessee hereunder shall be unconditional obligation and shall be made as specified herein and without abatement, reduction or set-off of any nature, including any thereof arising out of any present or future claims the Lessee may have against Lessor or any of its Assignees, or the manufacturers or vendors of the equipment. This lease shall not be cancelable or terminated by Lessee prior to the end of the term except as herein expressly provided.

2. Notwithstanding anything foregoing to the contrary, either party may terminate this agreement at any time on thirty (30) days written notice to the other and Lessee will surrender the leased equipment to Lessor in condition substantially equal to that at the time of delivery to Lessee subject to normal wear and tear and the elements. Any such termination by Lessee shall in no way limit the Lessee's accrued obligation(s) to pay any and all monies due hereunder or limit the amount of any damage to the leased equipment occurring during Lessee's possession and control thereof and without any fault on the part of the Lessor.

#### **II. Acceptance.**

1. Promptly after delivery of the equipment leased hereunder Lessee shall inspect it. If it is unacceptable, Lessee shall immediately notify Lessor whereupon Lessor's obligation to lease the equipment shall cease forthwith.

##### **A. Risk of loss; Damage; Destruction; Etc....**

1. The equipment, until returned to Lessor, shall be held at all times at the sole risk of Lessee for injury, damage (including damage to third parties and their properties), loss, destruction, theft, expropriation or requisition (as to either title or use). If the equipment or any of it is destroyed, lost, stolen, damaged beyond repair, or permanently rendered unfit for normal use for any reason whatsoever, or is expropriated or requisitioned, before return to Lessor, Lessee shall promptly notify Lessor and pay Lessor on demand the fair market value of such equipment determined immediately prior to such occurrence, or the unpaid lease payments hereunder for the balance of the entire original term allocable to such equipment, whichever is greater, as reasonable determined by Lessor or, at Lessor's option, by an independent appraiser, at Lessee's sole cost and expense, selected by Lessor whose determination shall be conclusive and binding upon the parties hereto. Payment of such sum shall relieve Lessee from liability for any further payment with respect to the equipment involved.

#### **III. Equipment.**

##### **A. Title; Personal Property; Encumbrances; Location.**

1. The ownership of the equipment is and at all times, shall remain in Lessor, and is and shall remain personal property and shall not be attached to or become part of any realty. It shall be installed and used at the location specified by the Lessee pertaining thereto and shall not be removed therefrom. Lessee will not sell, secrete, mortgage, assign, transfer, lease, sublet, loan, part with possession of, or encumber the equipment or permit any liens or charges to become effective thereon or permit or attempt to do any of the acts aforesaid.

#### **IV. Service Maintenance and Alteration.**

1. Lessee covenants and agrees not to disturb or tamper with the leased equipment following its installation by Lessor and during the continued term of this agreement. Lessee's activity being limited to the normal use and enjoyment of the leased equipment and not service or repairs thereto. In the event of the non-function or malfunction of the leased equipment or any portion thereof, Lessee agrees to notify Lessor immediately and to state the nature of the non-function or malfunction and request service in such connection. Lessee agrees to prohibit and restrain all third parties from interfering or tampering with the leased equipment in any manner, or disconnecting the same, except in the case of an emergency where circumstances dictate that the fuel supply from the leased equipment be burned off. Lessor reserves the right to alter or change the size of the leased equipment from time to time when it is found necessary to do so to fit Lessee's consumption rate or delivery schedules of Lessor.

#### **V. Use of Equipment, Location, Ingress, and Egress.**

1. Lessee shall be entitled to the right to possession and control of the equipment and the use thereof during the term herein under which it is leased so long as no Event of Default has occurred. Lessee will comply with all laws, regulations, and ordinances, and all applicable requirements of the manufacturer of the equipment, applicable to the physical possession, operation, condition, use and maintenance of the equipment. Lessee agrees to obtain all permits and licenses necessary for the operation of the equipment. Lessee shall not move the leased equipment from its position of delivery and installation.

2. Lessee agrees to keep the leased equipment garaged or maintained at Lessee's specified address when not in mobile use, and to obtain the written consent of Lessor if such equipment is to be located elsewhere on a regular basis. Lessee hereby specifically grants Lessor the right of ingress and egress on, over, and across Lessee's premises for the purpose of installation and removal of the leased equipment and will not place any barriers so that such ingress or egress is blocked or hampered.

#### **VI. Denial of Warranties.**

1. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE EQUIPMENT DELIVERED TO LESSEE HEREUNDER, AND LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR AS TO ITS TITLE TO THE EQUIPMENT OR ANY COMPONENT THEREOF OR AS TO ANY OTHER MATTER, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES OF LESSOR ARE HEREBY WAIVED BY LESSEE. Lessee acknowledges that it has selected the equipment on the basis of its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Notwithstanding any fees which may be paid by Lessor to its vendor or any agent of vendor, Lessee understands and agrees that neither the vendor nor any agent of the vendor is an agent of the Lessor or is authorized to waive or alter any term or condition of this Lease and NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE VENDOR SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PERFORM ITS OBLIGATIONS AS SET FORTH IN THIS LEASE. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

#### **VII. Default.**

1. In the event of a breach of or default in performance of any of the terms of this agreement or failure to make any payments due hereunder by Lessee; it is understood that Lessor shall have the right to any action or remedy provided by the law as well as any action or remedy as set forth herein. The venue for any action, which may be brought by either party to enforce the terms and provisions of this agreement, shall be the court having jurisdiction of the subject matter in the county where the leased equipment is located at the time of the controversy. A waiver by Lessor of any breach or nonperformance by Lessee hereunder will not be considered as a waiver of any other or further breach or non-performance. In the event it is necessary to bring an action to enforce the terms and conditions of this agreement or any payments hereunder, the other shall pay the prevailing party its costs of each action and reasonable attorney fees.

#### **VIII. Indemnification.**

1. Lessee hereby undertakes and agrees to indemnify and hold Lessor harmless from and against any and all claims, liabilities, damages, and expenses directly arising out of or in connection with Lessee's possession and control, storage, use, or handling of the leased equipment at any time during the continued term of this lease and prior to redelivery to Lessor or Lessor's agents or employees. In the event of any claims or suit naming Lessor and arising out of Lessee's possession and control, storage, use, or handling of the leased equipment during the term of this agreement, Lessee agrees to undertake defense of the claim or action on behalf of Lessor or to reimburse Lessor in the amount of legal costs and reasonable attorney fees.

#### **IX. Force Majeure.**

1. Neither party shall be liable in damages or otherwise to the other for any failure to perform hereunder when performance is prevented, delayed, or otherwise affected by or in connection with any embargo, order, requisition, or request of any government or acting authority, Act of God, fire, explosion, strike, industrial disturbance, accident, war, failure, loss, or impairment of Lessor's supplies at the shipping point designated herein, or facilities of production or transportation, or any other causes whatsoever beyond such party's control, whether or not similar to the causes enumerated herein.

#### **X. Miscellaneous.**

1. Assignment. Lessee shall not assign this lease or any interest therein, or sublease any equipment, or part with possession of any equipment, without the prior written consent of Lessor. Lessor's rights, title, and interest in and to this lease, and the equipment may be transferred and assigned by Lessor without notice, and Lessor's assignee shall have all the rights, powers, privileges, and remedies of Lessor hereunder. Except to the extent any such assignee otherwise agrees in writing, such assignee shall not be obligated to perform any of the obligations of Lessor hereunder and Lessee (if notified of such assignment) shall not be entitled to terminate or amend this lease without the written consent of such assignee.

#### **XI. Notice.**

1. Lessee agrees to give notice of this Agreement to all persons or entities that may have an interest in the premises where the subject-leased equipment is located.