

EQUIPMENT		
Equipment MFG Model & Description	Serial Number	Accessories
_____	_____	_____
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		
Billing Address: _____		
Equipment Location: _____		
SUPPLIER	TRANSACTION TERMS	
Name _____	Lease Payment: \$ _____ (plus applicable taxes) Term: _____ (months)	
Address _____	Billing Period: Monthly Document Fee: \$75.00 (included on first invoice)	
City _____ State _____ Zip _____	The following additional payments are due on the date this Lease is signed by you:	
	Advance Payment: \$ _____ (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last	

1. **LEASE CHARGES:** Commencement of this Lease and acceptance of the Equipment described above and on any attached schedule shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify such information as we may require. You agree to remit to us the Lease Payment and all other sums ("Lease Charges") when due and payable each Billing Period on the date and at the address we provide to you. Lease Payments are due whether or not you are invoiced. You agree that cash and cash equivalents are not acceptable forms of payment for this Lease. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or supplier. You agree to pay or reimburse us all sales, use and property taxes and other charges in connection with this Lease or the ownership or use of the Equipment and to pay us an administrative fee for the processing of such taxes. You agree to pay a document fee of \$75.00. If a payment is not made within three (3) days of when due, you agree to pay a late charge equal to the greater of 5% of the amount due or \$35 (not to exceed the maximum amount permitted by applicable law) as reasonable collection costs. Restrictive endorsements on checks you send to us will not reduce your obligations to us. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. THIS LEASE CANNOT BE CANCELED BY YOU FOR ANY REASON, INCLUDING EQUIPMENT FAILURE, LOSS OR DAMAGE. THE SUPPLIER AND ITS REPRESENTATIVES ARE NEITHER OUR AGENTS NOR AUTHORIZED TO WAIVE OR MODIFY THE TERMS OF THIS LEASE. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE. Any fee that is charged under this Lease may include a profit and is subject to applicable taxes.

2. **TITLE; MAINTENANCE; INDEMNIFICATION.** We are the owner of the Equipment (excluding software). If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. Without our prior written consent, you may not (a) assign any rights or obligations under this Lease, (b) sub-lease the Equipment, or (c) remove the Equipment from the address indicated above. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU SELECTED THE EQUIPMENT AND THE SUPPLIER. You agree to (a) keep the Equipment in good repair, condition and working order; (b) pay all costs of maintenance, supplies, replacements and repairs to the Equipment; (c) keep the Equipment free of liens; (d) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (e) give us reasonable access to inspect the Equipment; and (f) indemnify (reimburse) us for all claims, losses and liabilities, including attorney's fees and costs (including those incurred in connection with responding to subpoenas, third party or otherwise) relating to the Equipment including its use, condition or possession. This indemnity shall continue after the Term for acts or omissions which occurred during the Term. We may increase the Lease Payments to offset the loss of any tax benefits caused by your acts or omissions or a change in the applicable tax laws.

3. **RISK OF LOSS; INSURANCE.** You are responsible for and accept the risk of loss or damage to the Equipment. If any item of Equipment is lost, stolen or damaged, you shall repair the item or replace the item with a comparable item reasonably acceptable to us. No such loss or damage shall relieve you from your payment obligations under this Lease. At your own expense, you agree to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee, and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.

4. **DEFAULT; REMEDIES.** If you fail to remit to us any payment within ten (10) days of its due date or you breach any other obligation under this Lease or any other agreement with us or our assignees, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 5, or take possession of the Equipment, in which case we shall not be held responsible for any resulting losses or damages, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds (less reasonable selling and administrative expenses) to the amounts due hereunder; (d) charge you interest on all amounts due from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

5. **END OF TERM OPTIONS.** If you are not in default, at the end of the Term and upon 30 days written notice to us, you may either (1) purchase all of the Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for its fair market value (plus applicable taxes), as determined by us in our sole reasonable discretion, or (2) return the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You will pay us for any loss in value resulting from the failure to maintain the Equipment or for damages incurred in shipping and handling. If you fail to purchase or return the Equipment, this Lease shall automatically renew for additional thirty (30) day periods and all of the provisions of this Lease shall continue to apply, including your obligation to remit Lease Payments and other charges, until the Equipment is returned to us or purchased by you in accordance with the terms of this Lease. You are solely responsible for removing all data from all disk drives or magnetic media prior to returning the Equipment and selecting an appropriate removal standard that complies with applicable law.

6. **MISCELLANEOUS.** We may, without notifying you, assign this Lease and our interest in the Equipment. If we do, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims or defenses you may have against us. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent or assignee to (a) obtain credit reports and make credit inquiries, (b) release information we have about you and this Lease, including payment history, to credit reporting agencies and assignees or parties having an economic interest in this Lease or the Equipment, including the seller, supplier or any manufacturer of the Equipment and (c) file a UCC financing statement with respect to the Equipment. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. You acknowledge that (a) the name of the Equipment supplier is indicated above, (b) you may have rights under the contract with the supplier, and (c) you may contact the supplier for a description of these rights. We transfer to you any supplier or manufacturer warranties. This Lease and other related documents (each a "Document") may be executed in counterparts (manually or by electronic means) by either party and transmitted to us by facsimile or other electronic means. No Document is binding on us until we sign it. When a copy of each Document containing your signature is signed by us (manually or electronically) and in our possession, then such copy shall constitute the original document for all purposes and this Lease shall constitute chattel paper as that term is defined in the UCC. If you sign or transmit any Document to us electronically, you shall provide the counterpart of such Document containing your original manual signature to us at our request. You agree not to raise as a defense to the enforcement of any Document that it was executed by electronic means by either party or transmitted to us by facsimile or other electronic means. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

LESSOR ("We", "Us")	LESSEE ("You")
Wells Fargo Vendor Financial Services, LLC	_____ (Lessee Full Legal Name)
By: X _____	By: X _____
Name: _____	Name: _____ Title: _____
Title: _____ Date: _____	Date: _____ Federal Tax ID: _____