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 INFO@INTEGRATEDLEASING.NET

**NON-CANCELABLE COMMERCIAL LEASE AGREEMENT**

This is a Lease Agreement between, Integrated Leasing Corp. ("Lessor") whose address is shown to the left and the Lessee indicated below. **This is a legally binding contract. If the terms and conditions are not fully understood, legal advice should be sought.**

Legal Name of Lessee (If Corporation, List Full Corporate Name):			<input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership		Vendor Code:	Lease #:
DBA Name:			Processor/Bank Name & Phone #:			
Billing Address:		County:		Account Executive Name:		
City:	State:	Zip:	Business Phone:		Home Phone:	

**EQUIPMENT: The equipment and/or its components may be new, remanufactured or used.**

Manufacturer:	Model:	Serial #:
Manufacturer:	Model:	Serial #:
Manufacturer:	Model:	Serial #:

**EQUIPMENT LOCATION IF DIFFERENT FROM ABOVE**

Address:		
City:	State:	Zip:
County:	Phone:	

**SCHEDULE OF PAYMENTS:**

Basic Monthly Lease Payment: \$ \_\_\_\_\_  
 + Sales and Property Tax, and filing fees, if applicable \$ \_\_\_\_\_  
 + Loss & Destruction Waiver **\$3.00\***

= Total Monthly Payment \$ \_\_\_\_\_ For \_\_\_\_\_ Months

*\*Unless an insurance binder naming Integrated Leasing Corp. as loss payee for the above equipment is received prior to billing date, the undersigned agrees to pay Lessor's Loss & Destruction Waiver @ \$3.00 per \$2000.00 of equipment financing.*

**PAYABLE AT SIGNING OF THE LEASE:**

First Total Monthly Payment \$ \_\_\_\_\_  
 Security Deposit \$ \_\_\_\_\_  
 Other \_\_\_\_\_ \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

*(Plus applicable taxes to be billed with first monthly invoice)*

**AUTHORIZATION FOR AUTOMATIC PAYMENTS:**

The undersigned Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Commercial Lease Agreement, by initiating debit entries to Lessee's account at the bank named below (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of it's account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank shall have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act. **I REPRESENT AND WARRANT ON BEHALF OF LESSEE THAT THIS CHECKING ACCOUNT HAS BEEN ESTABLISHED AS A BUSINESS PURPOSE CHECKING ACCOUNT AND IS NOT USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

BANK: \_\_\_\_\_ NAME ON ACCOUNT: \_\_\_\_\_  
 BUSINESS CHECKING ACCOUNT #: \_\_\_\_\_  
 ROUTING#: \_\_\_\_\_

**AS HEREIN SET FORTH. AGENCY DISCLAIMER – NEITHER SUPPLIER NOR ANY SALESPERSON IS AN AGENT OF LESSOR NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER THE TERMS OF THIS LEASE. THEIR REPRESENTATIONS SHALL IN NO WAY EFFECT LESSEE OR LESSOR'S RIGHTS AND OBLIGATIONS. LEASE TERMS ON BACK PAGE: (PLEASE READ CAREFULLY BEFORE SIGNING)**

**I have read and agree to the terms which appear on the front and reverse side of this Lease. I represent that this equipment is being leased for business purposes only and is not a consumer contract.** I acknowledge receipt of a complete copy of this Lease Agreement, and acknowledge and agree that I shall be deemed to have unconditionally accepted the equipment you have leased to me under our Lease Agreement and that the equipment has been delivered to me in good condition. I understand that my obligation under the Equipment Lease Agreement became irrevocable upon my acceptance of the Leased Equipment. I understand that my obligations under the Lease Agreement commenced on the commencement date shown below. You and your affiliates are authorized to check my credit and references on a continuous basis, and to provide history information to others about your credit experience with me. **The Parties hereto agree that this Agreement is made in, governed by, to be performed in, and shall be construed in accordance with the Laws of the State of New Jersey. I further consent and submit to the jurisdiction of the Courts of the State of New Jersey and expressly agree to such forum for the bringing of any suit, action or other proceeding arising out of their obligations hereunder, they expressly waive their objection to venue in any such Courts and waive any right to a trial by jury. It is further agreed and understood that the corporate headquarters of Integrated Leasing Corp. is located within the venue of the District Court, Department of the Trial Court, within Bergen County, New Jersey CONSENT TO SERVICE OF PROCESS. The Parties agree that any process served for any Court action or proceeding shall be valid if mailed by certified mail, return receipt requested, to the respective Parties at the addresses designated on this Lease or any alternate address if a Party has notified the other Parties in writing of such change of address.**

LESSEE By: **X** \_\_\_\_\_ (Authorized Signature) CO-LESSEE By: **X** \_\_\_\_\_ (Authorized Signature)

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

INTEGRATED LEASING CORP. By: **X** \_\_\_\_\_ (Authorized Signature) Date \_\_\_\_\_

**UNCONDITIONAL PERSONAL GUARANTY OF LEASE:**

The undersigned, jointly and severally, hereby unconditionally guaranty, without deduction or diminution by reason of counterclaim, offset, or defense, and in accordance with all terms and conditions, the prompt and complete performance of the Lease defined herein as; the attached lease, including any and all modifications, additions, supplements and amendments thereof, as well as all of Lessee's other leases with Lessor that have commencement dates not later than ten days after Lessor receives written notice from the undersigned of their desire not to guaranty any additional leases. The undersigned warrants and guaranties that the attached lease has been properly executed by Lessee, and agrees that this guaranty shall be in full force and effect irrespective of any invalidity or enforceability of the Lease or any provisions thereof. The undersigned hereby waives notice of acceptance hereof; waives all notices of any kind to which he/she be entitled, and waives all defenses of a guarantor or surety. The obligation and liability of each of the undersigned is direct, continuing, and unconditional, and shall not be affected or diminished whether or not the Equipment and/or Software is repossessed, and Lessor shall not be required to proceed against Lessee or resort to any other right, remedy or security before proceeding against the undersigned under this guaranty. Service may be affected over the Guarantor by service on the Lessor and mailing of the summons and complaint by the Lessor to the Lessee. **LESSOR, LESSEE AND ANY GUARANTOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY AND AGREE TO THE VENUE AND JURISDICTION OF ANY COURT LESSOR MAY CHOOSE. The undersigned warrant that they have read the attached lease which is hereby ratified and confirmed, and agree that only the full payment and performance of the Lease can discharge the undersigned's liability hereunder.**

By: **X** \_\_\_\_\_ Date \_\_\_\_\_ Personal Guarantor's Signature (No Title Allowed)

By: **X** \_\_\_\_\_ Date \_\_\_\_\_ Personal Co-Guarantor's Signature (No Title Allowed)

In this Lease Agreement the words "I", "me", "mine", and "my" mean the Lessee or parties Leasing the Equipment. The words "you" and "yours" mean the Lessor (Integrated Leasing Corp.). "Equipment" is the item I am leasing. Equipment encompasses any combination of tangible assets, rights to access, use of services, software, documentation and manuals, etc. The total of monetary Lease obligations required, in addition to the above basic charges are, excessive wear and tear charges, applicable taxes and increased charges per the loss or damage waiver, such increase not to exceed the increased cost to you of providing such waiver. If the Loss or Damage Waiver is included in the Basic Monthly Lease Payment, such increase will be reflected in that payment. I agree to pay you the total amount shown above by signing this Lease Agreement, and I agree to pay all additional Lease payments when due, starting with the commencement date shown above. I have authorized you to automatically debit my Bank checking account for all charges under this lease agreement.

**1. Effective Date and Term of Agreement:** This Agreement becomes effective on the date this Agreement is signed by Lessee and Lessor, or the first date Lessee accepts delivery of any piece of Equipment covered by this Agreement whichever is sooner. This Agreement remains in full force and effect until such time as all of Lessee's and Lessor's obligations under this lease have been satisfied. Lessor will deliver the Equipment to the site designated by Lessee. The lease period with respect to each piece of Equipment commences on the date Lessee accepted delivery of that item of Equipment and terminates at the end of the lease term applicable to that piece of Equipment. **THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED HEREIN.**

**2. End of Lease Term:** At the end of the Lease Term I have the following options: **A)** I can promptly return the Equipment in good condition, ordinary wear and tear excepted, to you or the person and place you designate. **B)** I can purchase the Equipment for the fair market value at that time as follows: 10% of the aggregate lease payments for lease terms of 48 months or greater; 15% of the aggregate lease payments for lease terms of 36 through 47 months; 20% of the aggregate lease payments for lease terms of 24 through 35 months; and 25% of the aggregate lease payments for lease terms of 12 through 23 months, plus any applicable taxes. **C)** I can extend this lease upon all the terms and conditions as stated herein, on a month to month basis. In the event I decide to terminate such month to month lease, then, in that event, I must give you thirty (30) days prior written notice of my intention to terminate the lease, and either make payment to you of the FMV purchase amount as determined above, or return the equipment to you at your designated address. Such termination will be effective thirty (30) days from the date you received my notice, and either your receipt of the equipment, or your receipt of the purchase buy-out-amount, whichever date occurs later. **D)** I can extend this lease upon all the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document. At the end of this additional year I again have available to me the above options A, B, C and D. Unless I notify you in writing of which option I chose sixty (60) days prior to the expiration of the Lease term, I shall be deemed to have chosen option C. You will return my Security Deposit, if any, after deduction for any amounts I owe you under the terms and conditions of this agreement if I chose option A or B above.

**3. Late Payments and Collection Costs:** If I do not make a payment within 10 days of its due date, I must pay you, in addition to the monthly payment, a late charge of 22% of the amount past due (but not less than \$5.00) or the maximum amount allowed by law for each late payment. Each month the past due payment remains unpaid, an additional late fee will be assessed. I agree to pay you any collection costs, including reasonable attorney's fees incurred by you; and a \$250.00 Collection Agency Fee; and a \$100.00 Skip Tracing Fee. There will be a processing charge of \$29.00 for any returned check, returned credit card charge, or rejected automatic bank account (ACH) debit. Payments will be applied to late fees and to processing charges first, and then to lease obligations. Should it be necessary to switch to statement billing due to insufficient funds in Lessee's checking account or for any reason whatsoever, Lessor is authorized to add a \$20.00 per month service charge to the Basic Monthly Lease Payment as reimbursement for the added service costs and processing expenses, and a \$9.00 Lease Copy or Fax Fee will be due for each copy provided to Lessee. Should I choose to use a credit card as my method of payment, you are authorized to add an additional \$10.00 fee, per such charge(s), as reimbursement for the added copy costs and processing expenses.

**4. Default A:** I will be in default of this Lease if: **A)** I fail to pay any amount due to you within 10 days of the due date; **B)** The Equipment 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 the guarantor of my obligation hereunder) a petition for protection under the U.S. Bankruptcy Code, or I (or any guarantor of my obligation hereunder) have made an assignment for the benefit of creditors, or I or my guarantor become insolvent; **D)** The equipment is lost, stolen or destroyed, and the loss is not covered by the loss or destruction waiver; **E)** I fail to return the equipment at the end of the lease term, if I have chosen the option of returning the equipment at the end of the lease term; or **F)** I breach any terms of this lease.

**5. Default B:** 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; **B)** Require the immediate payment of all amounts then due plus the unpaid balance of the amounts due for the original term of the Lease; **C)** Take Possession of, or request that I return the Equipment to you; **D)** Lawfully enter my property and take the Equipment; **E)** Charge me the fair market retail value of the Equipment on the date of its loss, theft or destruction, together with all your costs, including but not limited to, financing and marketing expenses; **F)** Keep any security deposit I have given to you to reduce the amount I owe; **G)** Charge me any amount necessary to put the Equipment in good working condition, ordinary wear and tear excepted; **H)** Continue to charge me additional monthly lease payments beyond the end of the lease term until I have cured the default; **I)** Automatically charge any or all of my credit cards, other lines-of-credit or bank accounts for any money I owe you; and/or **J)** Obtain and share information with any credit bureau on my personal assets, or my guarantors credit-lines for purposes of collecting monies I owe you. If you repossess the Equipment I will pay you your repossession costs, plus a \$150.00 disposition fee, together with all monies owed to you under this lease.

**6. De-Installation and Removal Charges:** I am fully responsible for any costs associated with the de-installation and/or removal of the equipment for any reason whatsoever, including a termination fee of \$95.00. In addition, I will pay \$95.00 if the equipment is returned without all the plugs and wires.

**7. Maintenance of Equipment:** I agree to maintain the Equipment in good operating and physical condition at my own expense, ordinary wear and tear excepted. Any equipment updating or upgrading expense shall be borne by me.

**8. Repayment Terms:** I promise to pay you each payment due under this lease agreement by the date it is due. I fully recognize your right to enforce the lease and I waive any and all defenses, offsets, counterclaims I may have.

**9. 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 to be quoted by you at that point in time.

**10. Warranties: NO REPRESENTATIONS OR WARRANTIES BY LESSOR. LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE SUPPLIER OF THE EQUIPMENT. LESSOR, NOT BEING THE MANUFACTURER, THE SUPPLIER OR DEALER OF THE EQUIPMENT, MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO TITLE, FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, NON-INFRINGEMENT, SUITABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR ANY PARTICULAR PURPOSE OR ORDINARY USE, OR AS TO THE MATERIAL OR WORKMANSHIP OF ANY ITEM OF EQUIPMENT. LESSOR HEREBY LEASES THE EQUIPMENT "AS IS" TO LESSEE AND LESSOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND. NO DEFECT IN, OR UNFITNESS OF, THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT/LEASE PAYMENTS OR TO PAY ANY OTHER AMOUNT OR TO PERFORM ANY OTHER OBLIGATION OF LESSEE UNDER OR ARISING FROM THIS LEASE. Lessor hereby assigns to Lessee, to the extent that it may lawfully do so, so long as no Event of Default shall have occurred and be continuing hereunder, all rights and benefits which Lessor may have under any warranty, guaranty or the like which may be made with respect to the Equipment by the manufacturer or the supplier thereof, provided however, that any recoveries effected by Lessee shall be used to repair or replace any defective Equipment. Regardless of the inclusion of the cost of maintenance in the Rental Amount, if Lessee has a dispute regarding maintenance or service, Lessee will nevertheless continue to pay Lessor all payments due under this Lease. LESSEE SHALL LOOK SOLELY TO THE SUPPLIER OF THE EQUIPMENT FOR ANY CLAIM BASED UPON THE QUALITY OR CONDITION OF THE EQUIPMENT, ITS PERFORMANCE, SPECIFICATIONS, MERCHANTABILITY OR FITNESS FOR USE, AND LESSEE WILL NOT ASSERT ANY SUCH CLAIM, OR INTERPOSE ANY OFFSET OR DEFENSE BASED THEREON, AGAINST LESSOR OR ANY ASSIGNEE OF LESSOR. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY ANY LEASED EQUIPMENT OR BY ANY DEFECT(S) THEREIN OR BY THE USE, MAINTENANCE, REPAIR, OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY LOSS OF BUSINESS WHATSOEVER HOWSOEVER CAUSED. LESSOR SHALL HAVE NO OBLIGATION TO MAINTAIN, INSTALL, ERECT, LET, ADJUST OR SERVICE THE EQUIPMENT.**

**11. Loss or Destruction of the Equipment:** I shall bear the entire risk and be responsible for loss, theft, damage or destruction of the Equipment from any cause whatsoever after I receive possession of the Equipment. I will notify you immediately if the Equipment is lost, destroyed, or stolen. In the event the Equipment is stolen I shall provide you with a copy of the police report I have filed. 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 destroyed.

**12. Insurance:** I will keep the equipment fully insured against loss, destruction, theft or damage and I will provide you with a copy of an insurance binder naming you as loss payee within 30 days of lease commencement. I will provide you with a copy of my insurance claim if the property is covered by insurance and lost or destroyed.

**13. Loss or Destruction Waiver:** Lessor, at its sole discretion, may waive my responsibility for loss or destruction of the Equipment and for keeping the Equipment fully insured during the lease term, except if such loss or destruction is caused by my negligence. Such waiver will provide that I will be responsible for obtaining a police report, and the first \$350.00 with respect to each claim. After the loss or destruction of the Equipment, you will provide for its replacement with equipment of comparable value at that time to the extent that I took reasonable care in preventing the loss or destruction of the equipment. For such waiver, I will pay you the monthly amount shown in the Schedule of Payment section on Loss or Destruction line which increases an additional \$3.00 for every \$2000.00 of equipment financing. For example: total monthly payment multiplied by the term equals a \$3.00 charge for every \$2000. An additional \$3.00 monthly surcharge will be added to the total monthly payment for mobile or wireless equipment. Notwithstanding the foregoing, this paragraph 13 only applies to Point of Sale Equipment (credit card terminals, printers, pin pads, and check verification terminals).

**14. Notice:** I will send all notices to you in writing by certified mail, return receipt requested, to your address on the front page of the Lease. You will send all notices to me to the address listed on this Lease, unless I notify you in writing via certified mail, return receipt requested, of any change of my address.

**15. Entire Agreement - Change in Terms of the Lease:** **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 as this Lease states and explains all of the terms and conditions for the leasing and use of the Equipment I am leasing. The terms and conditions may not be changed orally. You and I must both consent and agree in writing to any change to be effective.**

**16. Collateral:** As security for payment under the Lease, I give you a security interest in the Refundable Security Deposit stated on the other side of this Lease. If the Equipment is lost, stolen, damaged, destroyed, or if I fail to return the Equipment to you at the end of the Lease, you have the right to apply the Refundable Security Deposit to reduce the amount I owe, in addition to whatever other rights you may have at law or equity. No interest will be paid on the Refundable Security Deposit.

**17. Assignment:** Without your prior written consent, I shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or equipment or any interest therein, or (b) sublease, or lend the Equipment or permit it to be used by anyone other than me or my employees. If you shall permit any such assignment by lessee, which consent must be in writing, the assignee shall assume lessee's obligations hereunder in writing and in a form and substance satisfactory to you, but no such assignment shall release me from any of my obligations hereunder. I further agree to pay Lessor \$100.00 for processing such assignment. You may assign this Lease and/or mortgage the Equipment in whole or 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 inures to the benefit and is binding upon the heirs, personal representatives, survivors and assigns of the parties hereto.

**18. Alterations:** I shall not make alterations, additions or improvements to the Equipment without your prior written consent. All additions and improvements made to the Equipment shall belong to you. Any cost incurred in the upgrade or update of the equipment shall be furnished by me.

**19. Ownership:** **A)** The equipment 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 Equipment, 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 Equipment. **B)** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"), and you shall have only a nonexclusive license to use the Software in your operation of the Equipment.

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

**21. 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 out of, and in connection with the Equipment, including without limitation, its manufacturer, selection, purchase, delivery, possession, use, operation or return.

**22. 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 Equipment, or delivery, installation, lease, possession and use thereof, excluding, however, all taxes attributes 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 Equipment. I agree that you may estimate the property taxes that will be due for the product and agree to pay you the estimated taxes in monthly installments together with the monthly processing fee. Such fee will reimburse you for your costs of preparing, reviewing and filing the returns and for your overall processing expenses. In the event you shall pay any 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's fees), damages, obligations, liens and liabilities arising from or pertaining to the possession, manufacture, purchase, lease, operation, condition or use of any of the Equipment, and the loss or disallowance, 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 indemnifications shall survive the termination or expiration of the Lease and the amount thereof shall be payable upon demand.

**23. Change of Name, Billing Address, Bank Account Change:** I will inform you in writing via facsimile and by certified mail (RRR), within one week, of any change in my name, address, billing address, telephone numbers, location of the equipment, and the bank checking account used for ACH debit. You may charge me \$100 if I fail to do so.

**24. Severability:** If any provisions in the Lease are found to be invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement, and we agree to substitute for the invalid provision(s) a valid provision(s) which most closely approximates the effect and intent of the invalid provision(s).

**25. Miscellaneous:** Notwithstanding any provision contained herein, the maximum amount charged and collected shall not exceed the maximum amount allowable by law. I consent and submit to the jurisdiction of the courts of the State of New Jersey for the purposes of any suit, action or other proceeding arising out of the undersigned's obligations hereunder, and expressly waive any objection the undersigned may have as to venue in any such courts.

**26. AGENCY DISCLAIMER: NEITHER THE SUPPLIER NOR ANY SALESPERSON IS AN AGENT OF THE LESSOR NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER ANY OF THE TERMS OR CONDITIONS OF THIS LEASE. ANY SUCH REPRESENTATIONS SHALL IN NO WAY AFFECT LESSEE OR LESSOR'S RIGHTS AND OBLIGATIONS UNDER THIS LEASE AGREEMENT.**

Above terms and conditions, read and acknowledged:

By: X \_\_\_\_\_

By: X \_\_\_\_\_