

Lease Agreement Number:

Date:

Invoice Number:



Lease agreement between Seal Right, Inc. and _____

Seal Right, Inc.: 1017 Hollister Road, Owego NY 13827

Phone: 607-429-9343

THIS EQUIPMENT LEASE AGREEMENT (“Lease”) is made and effective by clicking on the “I agree, submit this order” button, by and between Seal Right, Inc., (“Lessor”) and current user (“Lessee”). By clicking on the “I agree, submit this order” button, Lessee agrees to be bound by this Equipment Lease Agreement and all the Terms and Conditions therein, whether or not Lessee has read them. Lessor may at its sole discretion modify this Equipment Lease Agreement and all the Terms and Conditions therein at any time. By clicking on the “I agree, submit this order” button, Lessee indicates acceptance of the modified Terms and Conditions. NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

- **Disclaimer** – Every effort is made to assure descriptions and prices are correct. Lessor reserves the right to correct errors as needed. All prices and availability are subject to change without notice.
- **Lease** – Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (“Equipment”): shown above in the “Contents” area during checkout.
- **Shipping** – Lessee agrees to pay both outgoing and return shipping charges at the time of the initial transaction, unless parties otherwise agree. The shipping carrier (“Shipper”) shall be UPS or FedEx unless the parties otherwise agree. A signature will be required upon delivery unless parties otherwise agree.
 - Lessor cannot guarantee a specific time or date for delivery. Any shipping time given by Lessor is only an estimate.
 - Use, by Lessee, of shipping methods other than those arranged for by Lessor is a violation of these terms, and may result in the application of late fees.
- **Term** – The term of this lease shall commence at the latter of the date the Shipper shows the first attempted delivery or the first day of the rental period shown on order receipt. The term of this lease shall expire on the expiration of the term of days shown on the order receipt. The Equipment must be returned to the chosen Shipper by the end of business on the last day of the term of the lease.
- **Rent** – Rent and a deposit, if applicable, must be paid in advance, in full.
- **Late Returns** – Late returns are penalized a maximum daily penalty equivalent to 125% of the daily rental rate for the Equipment. Any penalties will be charged to the Lessee’s form of payment on file with Lessor.

- In the event the rental is not returned 7 days after the due date and Lessor has been unable to collect the applicable penalties, the equipment will be considered stolen and the Lessee's form of payment will be charged the full replacement value of the Equipment.
 - If Lessor is unable to collect penalties or the replacement value of the equipment after 7 days, the Lessee shall be considered to be in Default.
 - Lessor reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment.
- **Use** – Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all applicable laws, ordinance, and regulations in any way relating to the use or possession of the Equipment.
- **Cancellation by Lessor** – Lessor reserves the right to cancel any order, for any reason, at any time before delivery occurs.
- **Cancellation by Lessee** – Lessee may cancel an order subject to the following terms:
 - If an order is cancelled by Lessee before the shipment is tendered to the Shipper, the cancellation will result in no charge.
 - If an order is cancelled after the shipment is tendered to the Shipper, but before it is delivered by Shipper will result in a cancellation fee of the lesser of: \$100 per shipped parcel or the 1-day rental fee for the cancelled order.
- **Ownership** – The Equipment remains at all times the sole and exclusive property of Lessor. The Lessee has no rights or claims to the Equipment. Lessor makes no claims to images, video, or sound recordings made by the Lessee while using the Equipment.
- **Damaged or Modified Equipment** – Lessee shall keep the Equipment in good repair and condition.
 - Lessee shall not materially modify or alter the Equipment.
 - In the event of any material modifications, Lessee will be responsible for all reasonable costs of Lessor in restoring the Equipment to its original condition.
 - Lessee assumes and shall bear the entire risk of damage to the Equipment from any cause, except damage in the possession of the Shipper, during the term of the Lease.
 - Unless pre-existing damage is reported to Lessor within 24 hours after Lessee takes possession of the Equipment, it is assumed any damage to the equipment occurred during the term of the Lease.
 - If there is a dispute between Lessor and Lessee as to whether damage occurred in possession of the Shipper, the equipment shall be sent to an independent repair facility. The opinion of the repair facility, as to the cause of the damage, shall be binding on the parties.
 - In the event of damage caused by Lessee, Lessor shall determine the repair method and venue and the following will apply:
 - If Lessor chooses an independent company for repair, Lessee is responsible for the total cost of repair, or the value of the equipment, whichever is less.
 - Lessor may elect to repair the Equipment in-house. In these cases, Lessee shall be responsible for Lessor's reasonable expenses for parts and labor up to the value of the equipment.

- At Lessor's discretion, a cleaning fee may be charged if any of the following must be removed from the equipment upon return:
 - Smoke
 - Mud or dirt
 - Chalk or powder
 - Sand
 - Any other matter that must be removed from the Equipment before it is placed back in Lessor's inventory
- **Loss of Equipment** – Lessee assumes and shall bear the entire risk of loss of the Equipment from any cause during the term of the Lease.
 - Lost or Stolen Equipment – In the event that the Equipment is reported by Lessee to be lost or stolen during the term of the Lease, Lessee is liable to Lessor for the replacement value of the Equipment.
 - Lessor shall charge Lessee's form of payment the amount owed for replacement of the lost or stolen Equipment.
 - If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.
 - Unreturned Equipment – If the Equipment is not returned within seven days of expiration of the term of the Lease, the Lessee shall be liable for the replacement value of the Equipment.
 - In case of a dispute over whether the Lessee returned the Equipment:
 - If the tracking information for the return shipping label provided by Lessor does not show that the Equipment has been picked up by Shipper and the Lessee has no drop-off receipt, the Equipment is considered unreturned.
 - If Lessee used an alternate shipping method, not arranged in advance by the parties, and the Equipment is subsequently lost in transit, the Equipment is considered unreturned.
 - Lessor shall charge Lessee's form of payment the amount owed for replacement of the unreturned Equipment.
 - If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.
- **Default** – In the event of default, all amounts owed by Lessee to Lessor are immediately due.
 - In the event of default, Lessee shall be responsible for any reasonable expenses of Lessor in attempting to recover the amount owed from Lessee including collection fees and attorney's fees.

- Lessor reserves the right to pursue all available civil and criminal remedies against lessee, including but not limited to: recovering possession of the equipment, obtaining from Lessee's form of payment any amounts owed, hiring outside debt collection firms or private investigators, filing of criminal charges, and any civil remedies available. These remedies are not exclusive.
- **Missing Accessories** – In the event of any missing accessories (caps, helmets, batteries, hoods, tripod rings, bags, etc.), Lessee is fully liable to Lessor for the replacement cost of the missing items.
- **Liability** – Lessor does not assume, and the customer indemnifies Lessor against any liability or claims resulting from use or malfunction of the equipment. Lessee assumes all liability that may arise from use or failure of the equipment. Lessee agrees to indemnify and hold harmless from and against all liability and expenses (including attorney's fees) howsoever arising or incurred, based upon damage to property or injury to, or death of any person arising out of / or attributable to the Lessee's possession or use of the equipment.
- **Warranty** – Lessor makes no express or implied warranties of merchantability or fitness for a particular purpose with respect to this rented equipment and hereby disclaims the same.
- **Shipping Delays & Malfunctioning Equipment** – In the case of a shipping delay or malfunctioning Equipment, Lessor's only liability to Lessee is for the portion of Rent applicable to the time period that the Equipment was nonfunctioning or delayed in transit. Lessor shall not be responsible for any consequential or incidental damages resulting from malfunctions or shipping delays.
- **Taxes or Duties** – The Lessee agrees to keep the Equipment free of any taxes, duties, liens, or other encumbrances. In the event such are levied against the Equipment, renter agrees to reimburse Lessor in full for those charges.
- **Ownership** – The Equipment remains at all times the sole and exclusive property of Lessor. The Lessee has no rights or claims to the Equipment. Lessor does not have or make any claim to images, video, or sound recordings made by the Lessee while using the Equipment.
- **Severability and Governing Laws** – Lessee agrees to comply with all state, local, and federal regulations when using the equipment.
- Lessee agrees to a background check, credential verification, and credit check by lessor. Lessee agrees not to export any of the leased equipment outside of the United States and to read and comply with the restrictions below.

Export Regulations

Export of night Vision equipment and optical sighting equipment is controlled by the U.S. Department of State Office of Defense Trade Controls, in accordance with International Traffic in Arms (ITAR), Title 22, Code of Federal Regulations Part 120-130 and/or the Export Administration Regulations (EAR) U.S. Department of Commerce.

It is unlawful to export, or attempt to export or otherwise transfer or sell any hardware or technical data or furnish any service to any foreign person, whether abroad or in the United

States, for which a license or written approval of the U.S. Government is required, without first obtaining the required license or written approval from the Department of the U.S. Government having jurisdiction.

It is the Resellers/End Users responsibility to request and obtain export licenses for the export of the subject items, and to ensure that the requirements of all applicable laws, regulations and administrative policies are met.

Sales or transfers to entities on the List of Debarred Parties, Denied Persons list and Embargoed Countries are strictly prohibited.

ITAR Compliance Acknowledgement and Statement of Understanding of ITAR Export Regulations

Export Regulations:

Export of night Vision equipment and optical sighting equipment is controlled by the U.S. Department of State Office of Defense Trade Controls, in accordance with International Traffic in Arms (ITAR), Title 22, Code of Federal Regulations Part 120-130 and/or the Export Administration Regulations (EAR) U.S. Department of Commerce.

It is unlawful to export, or attempt to export or otherwise transfer or sell any hardware or technical data or furnish any service to any foreign person, whether abroad or in the United States, for which a license or written approval of the U.S. Government is required, without first obtaining the required license or written approval from the Department of the U.S. Government having jurisdiction.

It is the Resellers/End Users responsibility to request and obtain export licenses for the export of the subject items, and to ensure that the requirements of all applicable laws, regulations and administrative policies are met.

Sales or transfers to entities on the List of Debarred Parties, Denied Persons list and Embargoed Countries are strictly prohibited.

- **Denied Persons list** – <http://www.bis.doc.gov/dpl/Default.shtm>
- **Unverified list** – http://www.bis.doc.gov/Enforcement/UnverifiedList/unverified_parties.html
- **Entity list** – <http://www.bis.doc.gov/Entities/Default.htm>
- **Debarred list** – <http://www.pmdtc.state.gov/compliance/debar.html>
- **Nonproliferation Sanctions** – <http://www.state.gov/t/isn/c15231.htm>
- **Specially Designated Nationals list** – <http://www.treas.gov/offices/enforcement/ofac/sdn/>
- **Embargoed Countries (see part 746)** – http://www.access.gpo.gov/bis/ear/ear_data.html

Any questions or additional information regarding export regulations should be directed to:

U.S. Department of Commerce Bureau of Industry and Security Office of Exporter Services
Phone: (202) 482-4811
Website: <http://www.bis.doc.gov>

U.S. Department of State
International Traffic in Arms Regulations Office of Defense Trade Control
Phone: (202) 663 2714
Website: <http://www.state.gov>

Compliance

1. I understand that these products and technologies are subject to one or more of the export control laws and regulations of the U.S. Government and that they fall under the control jurisdiction of either the Department of State's International Traffic in Arms Regulations (ITAR) or the Department of Commerce's Export Administration Regulations (EAR). I understand Seal Right, Inc.'s privacy policy regarding SSN and citizenship verification.
2. I understand that it is unlawful to export, or attempt to export or otherwise transfer or sell any hardware or technical data or furnish any service to any foreign person, whether abroad or in the United States (U.S.), for which a license or written approval of the U.S. Government is required, without first obtaining the required license or written approval from the department of the U.S. Government having jurisdiction.
3. I understand that, in the ITAR (§ 120.16), a foreign person means any natural person who is not a lawful permanent resident as defined by 8U.S.C. 1101(a)(20) or who is not a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the U.S., as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions). History: 59 FR25811, May 18, 1994; 71 FR 20534, Apr. 21, 2006.
4. I understand that I am responsible for compliance with any and all U.S. Government export controls and regulations and that, if I violate them, it could result upon conviction in severe criminal and civil penalties (including substantial fines, imprisonment, seizure of controlled products and technical data, and/or suspension/removal of export privileges) for my company and me.
5. I understand I am renting or purchasing this equipment for use in the United States only.
6. I understand that these items will not be exported, provided to foreign persons in the U.S. (including Foreign Embassies in the U.S.) or sold domestically for export by a third party (including U.S. Government agencies).
7. I understand if these items are renting or sold, it is my responsibility to advise the purchaser of their duty to comply with U.S. export control regulations or face the possibility of severe criminal and civil fines including imprisonment if convicted.
8. I understand I will obtain and retain a record of the sale if these items are renting or sold.
9. I am a citizen of the United States of America in good standing with all local, state, and federal law enforcement agencies and am not under indictment for any crime.

Lessor: Seal Right, Inc._____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Lessee: Seal Right, Inc._____

Signature: _____

Printed Name: _____

Title: _____

Date: _____