

# Capital Lease Deed

## DEED OF CAPITAL LEASE

This Deed of Capital Lease ("Deed") is made and executed on this [Date] at [Location] between:

**LESSOR:** [Name of Lessor] , having address at [Lessor's Address] .

**LESSEE:** [Name of Lessee] , having address at [Lessee's Address] .

The Lessor and Lessee are hereinafter referred to collectively as "the Parties".

### Recitals

WHEREAS, the Lessor is the lawful owner of the property described below;

AND WHEREAS, the Lessee is desirous of taking the said property on lease for business purposes under a capital lease arrangement;

### 1. Description of the Property

The property covered under this capital lease is described as:

[Full description of the property, including address, measurements, identification numbers, etc.]

### 2. Lease Term

The lease shall commence on [Start Date] and shall continue for a period of [Lease Term] years/months, ending on [End Date], unless terminated earlier as per the terms herein.

### 3. Lease Rentals

The Lessee shall pay to the Lessor a lease rental of [Amount] per month/year, payable in advance on or before the [Due Date] of each month/year.

### 4. Option to Purchase

On expiration of the lease period, the Lessee shall have the option to purchase the said property at a predetermined residual value of [Residual Value], subject to compliance with all terms of this Deed.

### 5. Maintenance and Repairs

The Lessee shall be responsible for all maintenance, repairs, and insurance of the leased property throughout the term of this lease.

### 6. Termination

Either Party may terminate this Deed in accordance with the provisions set forth herein.

[Insert termination conditions, notice period, consequences, etc.]

## 7. Miscellaneous

- a) This Deed is governed by the laws of [Jurisdiction/State].
- b) Any dispute arising under this Deed shall be subject to the exclusive jurisdiction of the courts at [Location].
- c) This Deed constitutes the entire agreement between the Parties with respect to the subject matter herein.

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Lessor's Signature

Name:

Date:

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Lessee's Signature

Name:

Date:

Witnesses:

1. \_\_\_\_\_
2. \_\_\_\_\_

## Important Notes:

- A Capital Lease conveys most of the risks and rewards of ownership to the lessee.
- Lessee is usually responsible for property maintenance, taxes, and insurance during the term.
- The deed should clearly state the terms for lease payments, purchase option (if any), and responsibilities of each party.
- All blank fields should be properly filled with agreed details before execution.
- Legal advice is recommended before signing a Capital Lease Deed.