

Capital Equipment Lease Agreement

This Capital Equipment Lease Agreement ("Agreement") is made and entered into as of **[Date]** by and between **[Lessor Name]**, having a principal place of business at **[Lessor Address]** ("Lessor"), and **[Lessee Name]**, having a principal place of business at **[Lessee Address]** ("Lessee").

1. Equipment

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment described below ("Equipment"):

[Description of Equipment, including make, model, serial number, etc.]

2. Term

The term of this lease shall commence on **[Start Date]** and shall continue for **[]** months, unless earlier terminated as provided herein.

3. Rent

Lessee shall pay Lessor a monthly rental fee of **[\$Amount]**, payable on the first day of each month during the term of this Agreement.

4. Use and Maintenance

Lessee shall use the Equipment in a careful and proper manner and shall comply with all applicable laws and regulations. Lessee shall be responsible for routine maintenance and care of the Equipment, at its own expense.

5. Ownership

Title to the Equipment shall remain with Lessor at all times. Lessee shall have no right, title, or interest in the Equipment except as expressly set forth in this Agreement.

6. Return of Equipment

Upon expiration or termination of this Agreement, Lessee shall return the Equipment to Lessor in good condition, reasonable wear and tear excepted.

7. Default

If Lessee fails to pay rent or breaches any term of this Agreement, Lessor may terminate this Agreement and recover possession of the Equipment.

8. Governing Law

This Agreement shall be governed by the laws of the State of **[State]**.

IN WITNESS WHEREOF, the parties have executed this Capital Equipment Lease Agreement as of the date first above written.

[Lessor Name]

By: _____

Title: _____

Date: _____

[Lessee Name]

By: _____

Title: _____

Date: _____

Important Notes

- This document is a sample and should be customized to fit specific situations and legal requirements.
- Both parties are advised to consult legal counsel before signing any lease agreement.
- The lease should clearly describe the equipment, payment terms, and responsibilities regarding maintenance and return.
- The agreement does not transfer ownership of the equipment to the lessee.
- Review all applicable state and local regulations related to equipment leasing.